

Drug & Vaccine Development Corporation

a nonprofit organization

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6 July 1981

Joshua Lederberg, Ph.D.
President
The Rockefeller University
East 66th Street at York Avenue
New York, New York 10021

Dear Dr. Lederberg:

This is in connection with your participation on the Advisory Board of DVDC.

Much of the material that will be discussed during DVDC's Advisory Board meetings may be confidential and proprietary to DVDC. In addition, DVDC may be under an obligation to maintain in confidence material submitted to it by an Institution in connection with a proposal made to DVDC.

In order that both you and DVDC may be protected from unauthorized disclosure of any confidential and proprietary information, we propose that your attendance at meetings of DVDC's Advisory Board, and your participation in DVDC affairs, be subject to the following:

1. You will not disclose to anyone, other than authorized DVDC personnel or consultants, or use, except solely in connection with DVDC's business, any confidential or proprietary information of DVDC, or of another Institution in connection with a proposal to DVDC, which may be disclosed to you at any meeting of DVDC's Advisory Board or in connection with any other discussion or communication with DVDC personnel.
2. Your agreement pursuant to Paragraph 1 shall not include information with respect to which you had full knowledge prior to its disclosure to you by DVDC, or by an Institution in connection with a proposal to DVDC, or which subsequently becomes publicly available without any involvement on your part or becomes available by publication with the specific permission of DVDC or the appropriate Institution, with respect to information by an Institution to DVDC.
3. You will not disclose to DVDC, its employees, consultants, agents or members of its Advisory Board any confidential or proprietary information, whether yours or another's to which you are privy. This shall not apply to a proposal made to DVDC by your Institution relating to your work.

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Joshua Lederberg, Ph.D.
6 July 1981
Page Two

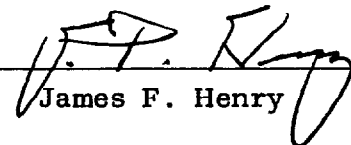
4. This agreement shall be deemed to have been made in, and shall be governed by and construed under the laws of, the State of New York.
5. This agreement sets forth the entire agreement between you and DVDC as to the subject matter hereof.

If the foregoing is agreeable to you, please indicate your agreement by signing and dating one copy of this letter in the space provided below, and returning that copy to me.

Very truly yours,

DRUG AND VACCINE DEVELOPMENT
CORPORATION

By


James F. Henry

ACCEPTED AND AGREED TO

Joshua Lederberg, Ph.D.

Dated: _____